IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

TUESDAY, THE TWENTY NINTH DAY OF NOVEMBER
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE V.ESWARAIAH

WRIT PETITION No. 24982 of 2005

Between:

Yanamala Sudhakar

..... PETITIONER

AND

The Principal Secretary,

Irrigation Department, Govt.of A.P,
Secretariat Buildings, Hyderabad and 2 others

.....RESPONDENTS

ORDER:

Seeking a Mandamus, declaring the impugned notice of the 3rd defendant vide letter No.EE/TGP.Dn./PML/DB/ATO/R.13/Vol.6/268M, dated 31.08.2005 in respect of existing office premises bearing No.17/433 (New), Porumamilla, Giddaluru Road, Kadapa District, as illegal and arbitrary, the present writ petition is filed.

Heard the learned counsel for the petitioner and the learned Government Pleader for Irrigation and Urban Area Development.

The petitioner is the owner of the building bearing Door No.17/433(New) Porumamilla village and Mandal of Kadapa District. It is stated that the petitioner leased out the said premises in favour of the respondents and the previous lease was renewed by lease deed dated 11.04.2005, on payment of monthly rent of Rs.2,955/- upto 28.02.2007. It is further stated that while so, the 3rd respondent issued the impugned notice on 31.08.2005 stating that they desire to vacate the said premises after expiry of three months.

As per clause 3(iv) of the lease agreement, if the lessee desires to terminate the lease agreement, three calendar months prior notice has to be issued. The 3rd respondent, in terms of clause 3(iv) of the lease agreement, three calendar months notice in advance has been given, intimating the landlord expressing their desire to vacate the said premises.

The learned counsel for the petitioner submits that the building in question is more suitable and idle for occupation of the 3rd respondent, but without any justification whatsoever the respondents would go to vacate the premises and occupy some other building, which is not suitable or idle.

Admittedly, the respondents want to vacate the premises and hence, as per the terms and conditions of the lease agreement, the 3rd respondent has given three months advance notice, and therefore, the petitioner cannot compel the respondents

to continue on lease. I do not see any merits in the writ petition and hence the writ petition is liable to be dismissed.

Accordingly, the Writ Petition is dismissed. No order as to costs.

_____

V.ESWARAIAH,J

Dated: 29.11.2005

Dsr